

4-0347

21-01

DOES NOT
CIRCULATE

AGREEMENT
BETWEEN THE

ALLAMUCHY BOARD OF EDUCATION
AND
ALLAMUCHY EDUCATION ASSOCIATION

FOR THE SCHOOL YEAR
COMMENCING July 1, 1983
and
ENDING June 30, 1986

LIBRARY
Institute of Management and
Labor Relations
NOV 15 1983
RUTGERS UNIVERSITY

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognized the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the following:

1. Teachers
2. Nurse

but excluding:

1. Principal
2. Principal's Secretary
3. Clerk Typist
4. Custodians
5. Cafeteria Staff
6. Aides

B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. References

1. The "Board" refers to the Allamuchy Board of Education only.
2. The "Association" refers to the Allamuchy Education Association only.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with the existing State Law, in a good faith effort to reach agreement concerning the terms and conditions of teacher employment.

ARTICLE III
GRIEVANCE PROCEDURE

A. Policy

The Allamuchy Township Board of Education desires to maintain a grievance procedure that serves the best interests of both the aggrieved employee and the school system. The Board believes in the right of an employee who feels he has a grievance to be free to carry his appeal, if he wishes to the Board of Education. The Board of Education also believes in supporting the authority of the school administration to render decisions at the level of responsibility officially assigned to them in the organizational structure.

B. Definition

A "grievance" is a claim by a teacher based upon the interpretation, application, or violation of this agreement, policies or administrative practice governing or affecting teachers.

C. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting teachers. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

D. Scope

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

E. Procedure to be Followed

Level One:

Any teacher with a potential grievance shall first discuss it, either individually or through an Association Representative, with his principal or immediate supervisor, within thirty (30) calendar days of occurrence of said potential grievance, with the objective of resolving the matter informally. Should the results of this informal meeting fail to resolve the matter, the teacher will declare that a formal grievance exists. The principal shall communicate his decision to the employee in writing within seven (7) calendar days of receipt of the grievance.

Level Two:

If the aggrieved person is not satisfied with the resolution of the grievance at Level 1, then the grievance may be submitted by the Association to the Board of Education within seven (7) calendar days. The Board of Education shall render the decision in writing within 15 days after the submission of the grievance to Level 2.

F. Miscellaneous

1. An employee may have a legal representative and/or witnesses of his choice in attendance at all stages of the grievance procedure. When a teacher is not represented by the Association, a representative of the Association shall have the right to be present at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, or any member of the administration against any teacher by reason of his participation in the grievance procedure.
3. At no point prior to an official hearing or meeting with a duly

constituted majority of the Board shall the employee discuss with any members of the Board the subject of the employee's complaint or matters relating to the substance of the complaint.

4. It is understood that all teachers including the grievant shall be required to continue under the supervision of the administrator regardless of the pendency of any grievance until such grievance is properly determined.
5. No settlement arrived at in the course of the grievance procedure shall be binding upon the Board as setting a precedent for future grievances.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
7. Forms for filing grievances shall be prepared jointly by the administrative principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Chapter 123, Public Laws 1974 as attached herein.

B. Required Meetings or Hearings

Whenever any teacher is required to appear before the principal or Board of Education concerning possible dismissal or the withholding of an increment, he/she shall be given prior written notice of such meeting, citing the proposed disciplinary action, and shall be entitled to have representatives of the Association present.

C. Assistance for Teachers

Within any one week a teacher who shall so request shall be granted at least one block of counseling with his immediate superior. (one block = 30 minutes) Such meetings shall be within the teacher's work day and the teacher shall be released from other duties when feasible during that block. Advance request of 24 hours shall be made by the teacher.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees that the Association shall have all the rights and privileges as granted any citizen of Allamuchy in reading public school records.

ARTICLE VI
TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Arrival and Dismissal Time

Teachers shall be required to be in their classrooms 15 minutes before the opening of the pupil's school day, and shall be permitted to leave 30 minutes after the close of the pupil's day, or whatever is reasonably required by the principal in regard to faculty meetings and assigned duties. Teachers may leave upon departure of the last bus on Fridays and the day before holiday vacations.

2. Teachers shall not be required to supervise students prior to the beginning of normal teacher work day or after the close of the normal teacher working day.

B. Extra-curricular Activities

1. Salary

Teacher participation in extra-curricular activities which extend beyond the regular scheduled school day shall be voluntary and shall be compensated according to the rate of pay in Schedule A. The following procedures shall apply relative to filling these positions:

Applications for these positions ninety (90) days in-advance of the beginning of that activity. Should the position not be filled sixty (60) days in advance of the activity, the board may elect to "advertise" outside the district.

2. Method of Payment

Salaries for Schedule A activities shall be paid on the second payday after the last event in a given category, and the receipt by the Board Secretary of a properly completed voucher signed by the Principal.

ARTICLE VII

NON-TEACHING DUTIES

A. Intent

The Board shall acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

A. Application

1. Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor.
2. He shall be compensated at the rate of 20¢ per mile for the use of his automobile.
3. Teachers shall not be required to act as substitutes for other teachers when absent until all other alternatives have been exhausted.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this agreement shall be determined by Schedule B, which is attached hereto and made a part thereof.

B. Method Payment

The employee shall receive twenty-two (22) paychecks being issued as indicated below.

September 9, 23
October 7, 21
November 4, 18
December 2, 16, 30 (Dec. 30 payable on Dec. 23)
January 13, 27
February 10, 24 (Feb. 24 payable on Feb. 27)
March 9, 23
April 6, 20 (April 20 payable on April 19)
May 4, 18
June 1, 15, 29

(Dates to be changed by mutual agreement each year covered by this agreement.)

C. Payroll Deductions

At the request of an employee, automatic payroll deductions will be made for participation in the Credit Union selected by the Association.

D. Deadline for Indicating Preference

Last day of May for each calendar year of this contract.

ARTICLE IX

TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of salary guide, class and/or subject assignments, and room assignments for the forthcoming year, not later than the closing of the school year when feasible.

...Notification of any subsequent change shall be made no later than the day after the August Board meeting unless unforeseen events warrant new changes. Effected parties shall be notified expediently as possible.

B. Vacancies

1. Whenever a vacancy occurs in the course of the regular school year, a notice of that vacancy shall be posted as far in advance as practicable.
2. All qualified teachers shall be given adequate opportunity to make application for such positions, and no such position shall be filled until all properly submitted applications have been considered.
3. Teachers who desire to apply for such vacancies shall submit their applications to the Chief School Administrator within the time period specified in the Vacancy Notice.
4. Preference shall be given to qualified teachers already employed by the Board.

ARTICLE X

SICK LEAVE

A. Accumulative

State regulations provide ten days absence for sickness of teachers, to be accumulated. Title 18A:30-2 Sick Leave Allowable

B. Unused Sick Leave

Teachers with ten or more years of service in the district, shall be entitled to reimbursement for accumulated unused sick leave. Payment will be based upon 1/2 the current substitute daily rate not to exceed 100 days. Application may be made upon written notice of intention to retire or to resign from the district.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Teachers employed on a 4/5 or greater basis shall be entitled to the following temporary non-accumulative leaves of absences with full pay each school year. Teachers employed on a less than 4/5 basis, but at least 2/5, shall be entitled to half the personal days, all of the death and 2/3 sickness in the family days.

1. Personal

Subject to the advance approval of the CSA, two days leave of absence for personal cause will be granted. Application to the CSA for personal leave shall be made at least five days before taking such leave except in the case of emergencies. "Personal Days" shall be granted for personal business that cannot be accomplished during other-than school hours.

2. Death

Allowance of up to three days in the event of a death of a teacher's parents or guardians, mother or father-in-law, spouse, own children, brothers, sisters, grandparents.

Individual needs will be considered by Board when request is made for more than three days.

3. Serious Illness

Allowance of up to three days in the event of serious illness in the immediate family (defined as parents, spouse, and own children).
Pregnancy of spouse will be considered as part of #3.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. Graduate Credits

After completion of a full year of teaching at Allamuchy School, the Board of Education will pay up to \$700.00 per year, including up to \$100.00 for required textbooks, to teachers holding provisional or permanent certification, to defray the cost of taking graduate credits toward their Masters Degree or beyond in the field of Education. Teachers on leaves shall not be eligible for Graduate Credit reimbursement.

Advance approval of the course must be obtained from the CSA before the course semester, and a record or transcript of successful completion must be presented to the CSA for approval before payment is made. A final grade of B or better shall be required. Article XII applies for the fiscal school year.

B. Teaching Workshops

Assuming that such workshops are within the State of New Jersey, and that a teacher's participation has the approval of the CSA, the Board of Education will reimburse the teacher using his/her car to reach the workshop site, at the rate of twenty (20¢) per mile.

ARTICLE XIII

INSURANCE

A. Payment

The Board of Education, for all staff members covered by this agreement, but not less than 3/5 employed, will pay full premium for the following: *

1. Medical Insurance

Full premium (including dependents' rate) for Blue Cross-Blue Shield, Rider J, and Major Medical. (As per State Health Benefits Program.)

2. Income Insurance

Full premium for group income insurance mutually agreed to by both parties. *(Income Insurance applies only to 4/5 or full time employees.)

3. Prescription Plan

(Blue Cross) Family

4. Dental Plan

(Blue Cross) - Basic Family Coverage - No deductible
(An improved dental plan will be negotiated for 1984-85.)

Questions concerning duplication of coverage shall be resolved
between the employee and the C.S.A.

ARTICLE XIV

REPRESENTATION FEE

A. Purpose of Fee

If an employee* does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capital cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to be effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part of this agreement, the association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

* Use the appropriate term to designate all members included in the bargaining unit.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XV

DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective as of September 1, 1983 and shall continue until June 30, 1986.

SCHEDULE "A"

EXTRA COMPENSATION GUIDE

Basketball - Boys	\$600
Soccer - Boys	600
Softball - Boys	600
Basketball - Girls	600
Softball - Girls	600
Cheerleading	600
Gymnastics	600
* Stokes Coordinator	400
Overnight Supervision	35.00/night

The need for an assistant coach in any sport will be determined by the CSA, based upon number of participating students, and demands of the sport. Assistants will be paid at the rate of \$550.

* Includes compensation for overnight stays.

SCHEDULE "B"

SALARY GUIDE

1983 - 1986

<u>Level</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
A-1	\$12,750	\$13,010	\$13,270	\$13,660	\$13,940	\$14,220
A-2	13,130	13,400	13,660	14,070	14,350	14,640
A-3	13,520	13,790	14,060	14,480	14,770	15,070
B-1	13,900	14,180	14,460	14,890	15,190	15,490
B-2	14,320	14,600	14,890	15,340	15,650	15,960
B-3	14,730	15,030	15,330	15,790	16,100	16,420
C-1	15,150	15,450	15,760	16,230	16,560	16,890
C-2	15,600	15,910	16,230	16,720	17,050	17,400
C-3	16,060	16,380	16,710	17,210	17,550	17,900
D-1	16,510	16,840	17,180	17,690	18,050	18,410
D-2	17,010	17,350	17,690	18,230	18,590	18,960
D-3	17,500	18,390	18,210	18,760	19,130	19,510
E-1	18,000	18,360	18,720	19,290	19,670	20,070
E-2	18,540	18,910	19,290	19,870	20,260	20,670
E-3	19,080	19,460	19,850	20,440	20,850	21,270
F-1	19,620	20,010	20,410	21,020	21,440	21,870
F-2	20,210	20,610	21,020	21,650	22,090	22,530
F-3	20,800	21,210	21,630	22,280	22,730	23,180
G-1	21,380	21,810	22,250	22,910	23,370	23,840
G-2	22,030	22,470	22,910	23,600	24,070	24,560
G-3	22,670	23,120	23,580	24,290	24,770	25,270
H-1	23,310	23,770	24,250	24,980	25,470	25,990
H-2	24,010	24,490	24,980	25,730	26,180	26,770
H-3	24,710	25,200	25,700	26,480	27,000	27,540

SCHEDULE "B"

SALARY GUIDE

1983 - 1986

Continued

<u>Level</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
I-1	\$25,410	\$25,910	\$26,430	\$27,220	\$27,770	\$28,320
I-2	26,170	26,690	27,220	28,040	28,600	29,170
I-3	26,930	27,470	28,020	28,860	29,430	30,020
J-1	27,690	28,250	28,810	29,670	30,270	30,870
J-2	28,530	29,090	29,670	30,560	31,170	31,800
J-3	29,360	29,940	30,540	31,450	32,080	32,730
K-1	30,190	30,790	31,400	32,350	32,990	33,650
K-2	31,090	31,710	32,340	33,320	33,980	34,660
K-3	32,000	32,640	33,290	34,290	34,970	35,500

ADDENDUM:

1. Upon completing twelve (or more) years of teaching, ten years of which have been at Allamuchy School, any teacher covered by this agreement shall receive a \$500 longevity adjustment. This shall be a one-time adjustment which is to be included in the teacher's contractual salary.
2. Teachers changing degree statis will be compensated by adjustment on the salary guide. This adjustment is computed by moving laterally to the appropriate column and advancing by one level.

In witness thereof the Allamuchy Education Association has caused this Agreement to be signed by its president and secretary and the Allamuchy Board of Education has caused this Agreement to be signed by its president, attested by its board secretary and its corporate seal to be placed hereon.

ALLAMUCHY EDUCATION ASSOCIATION:

Raymond L. Lufkin President

6/29/83 Date

Mary L. Vellano Secretary

6/24/83 Date

ALLAMUCHY TOWNSHIP BOARD OF EDUCATION:

Audrey L. Krug President

6/24/83 Date

Louise M. Bennett Secretary

6/24/83 Date

ALLAMUCHY BOARD OF EDUCATION

P. O. BOX B

ALLAMUCHY, NEW JERSEY 07820

**ROUTE 517
VILLAGE SQUARE
PANTHER VALLEY**

**TELEPHONE
201-852-2139**

**THIS DOES NOT
CIRCULATE**

July 5, 1983

Public Employment Relations Commission
429 East State Street
Trenton, New Jersey 08608

Gentlemen:

I am enclosing a copy of the "Agreement Between the Allamuchy Board of Education and Allamuchy Education Association" for the school years commencing July 1, 1983 and ending June 30, 1986.

The agreement was approved by the board of education at its regular meeting held on June 20, 1983.

Major changes are as follows:

Article I A - additions

Article VIII B - dates pf paychecks

D - Deadline for indicating preference

Article IX A-1 Notification

Article X B - Unused Sick Leave

Article XI A - Types of Leave

Article XII A - Professional Development -Graduate credits

Article XIII A - Payment

A-2 Income Insurance

A-4 Dental Plan

Schedule "B" -Revised salary schedule

Schedule "A" -Revised Extra Compensation Guide

Yours very truly,

LIBRARY
Institute of Management and
Labor Relations

NOV 15 1983

RUTGERS UNIVERSITY

Louise M. Bennett

Louise M. Bennett,
Board Secretary

lmb:

Enc: